

**PX186**

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**PRIVATE & CONFIDENTIAL**

**THE UNDERSIGNED PURCHASER**

**- AND -**

**TON ISSUER INC**

**- AND -**

**TELEGRAM GROUP INC.**

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**DEED OF AMENDMENT TO PURCHASE AGREEMENT FOR GRAMS**

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**PRIVATE & CONFIDENTIAL**

**THIS DEED OF AMENDMENT** is made on the date set forth on the signature page hereto

**BETWEEN:**

- (1) The purchaser identified as such on the applicable signature page hereto (the “**Purchaser**”);
- (2) TON Issuer Inc, a company incorporated in the British Virgin Islands (registered number 1968010), whose registered office is at Craigmuir Chambers, Road Town, Tortola VG 1110, British Virgin Islands (the “**Issuer**”), a wholly owned subsidiary of the Parent (as defined below); and
- (3) Telegram Group Inc., a company incorporated in the British Virgin Islands (registered number 1811220), whose registered office is at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, British Virgin Islands (the “**Parent**”).

**WHEREAS:**

- (A) The Purchaser, the Issuer and the Parent entered into a Purchase Agreement for Grams on 2 July 2018 with a Purchase Amount thereunder of US\$25,000,000 (the “**Purchase Agreement**”).
- (B) The Purchaser, the Issuer and the Parent wish to amend the Purchase Agreement as set out in further detail herein.

**1. INTERPRETATION**

- 1.1 Defined terms used in this Deed of Amendment shall have the meaning given to such terms in the Purchase Agreement, unless otherwise provided for herein.

**2. AMENDMENT**

- 2.1 In accordance with clause 15.1 of the Purchase Agreement, the Purchaser, the Issuer and the Parent hereby agree that the existing definition of “Payment Date” set out at clause 1.1 shall be deleted and replaced with the following definition:

“**Payment Date**” means 29 October 2018 or such later date as may be agreed in writing between the Parties.”

- 2.2 In accordance with clause 15.1 of the Purchase Agreement, the Purchaser, the Issuer and the Parent hereby agree that the existing definition of “Purchase Amount” set out at clause 1.1 shall be deleted and replaced with the following definition:

“**Purchase Amount**” means US\$35,000,000.”

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- 2.3 The Purchaser, the Issuer and the Parent agree that clauses 18, 20 and 21 of the Purchase Agreement shall apply mutatis mutandis to this Deed of Amendment.
- 2.4 The Purchaser, the Issuer and the Parent agree that all other terms of the Purchase Agreement shall remain unchanged.

IN WITNESS WHEREOF, each of the undersigned has caused this Deed to be duly executed as a deed and is intended to be and is hereby delivered this 22 day of October, 2018.

**Executed as a deed by TON ISSUER INC, a company incorporated under the laws of the British Virgin Islands, acting by**

Pavel Durov (NAME OF AUTHORISED SIGNATORY) and

being a person who, in accordance with the laws of the British Virgin Islands is acting under the authority of the company



Address: Craigmuir Chambers  
Road Town  
Tortola VG1110  
British Virgin Islands

Telephone: +44 118 328 7060

Email: IR@telegram.org

Executed as a deed by TELEGRAM GROUP INC. a company incorporated under the laws of the British Virgin Islands, acting by

Pavel Durov (NAME OF AUTHORISED SIGNATORY) and  
being a person who, in accordance with the laws of the British Virgin Islands is acting under the authority of the company



Address: Geneva Place  
Waterfront Drive  
P.O. Box 3469  
Road Town  
Tortola  
British Virgin Islands

Telephone: +44 118 328 7060

Email: IR@telegram.org

Executed as a deed by Space Investments Limited, as the Purchaser a  
Company incorporated under the laws of the Cayman Islands, acting by

Maria Elia

being a person who, in accordance with the laws of the Cayman Islands  
is acting under her authority as the sole director of the Company

Address: PO Box 309, Ugland House, KY1-1104  
Grand Cayman, Cayman Islands

*Maria Elia*  
Authorised signature

Telephone:

REDACTED - PERSONAL INFORMATION

Email: